



Commonwealth of Massachusetts State Ethics Commission

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SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. 459

IN THE MATTER OF PAUL GAUDETTE

DISPOSITION AGREEMENT

This Disposition Agreement (Agreement) is entered into between the State Ethics Commission (Commission) and Paul Gaudette (Mr. Gaudette) pursuant to §5 of the Commission's **Enforcement Procedures**. This Agreement constitutes a consented to final Commission order enforceable in the Superior Court, pursuant to G.L. c. 268B, §4(j).

On September 10, 1992, the Commission initiated, pursuant to G.L. c. 268B, §4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Mr. Gaudette. The Commission has concluded its inquiry and, on November 4, 1992, by a majority vote, found reasonable cause to believe that Mr. Gaudette violated G.L. c. 268A.

The Commission and Mr. Gaudette now agree to the following findings of fact and conclusions of law:

1. Mr. Gaudette was, during the time here relevant, the Dracut Building Inspector. As such, Mr. Gaudette was a municipal employee as that term is defined in G.L. c. 268A, §1.
2. As building inspector, Mr. Gaudette was responsible for issuing all building permits, conducting construction inspections and serving as Dracut's zoning enforcement officer.
3. Draco Homes (Draco) is a development company located in Dracut. It is a major, if not the largest, developer of new residential homes in Dracut. Douglas Dooley is a co-owner of Draco.
4. Mr. Gaudette and Mr. Dooley both frequent Laudi's, a coffee shop located near the Dracut Building Department and Draco's office. While at Laudi's, Mr. Dooley and Mr. Gaudette often shared friendly twenty-minute conversations about their mutual interest in flying. Both are private pilots. They do not otherwise socialize together.
5. Mr. Dooley owns a vacation home in Edgartown, 1/2 mile away from the Katama grass airstrip. During a conversation about the difficulty of landing a plane at Katama, Mr. Dooley noted that he kept the key to his house under the doormat and offered the use of the house to Mr. Gaudette if he ever was flying in the area.
6. Sometime in the spring of 1990, Mr. Gaudette's relatives expressed an interest in seeing Martha's Vineyard during their upcoming June visit to attend Gaudette's son's high school graduation. Mr. Gaudette then approached Mr. Dooley at Laudi's and asked if he could rent the vacation home for a number of days in June. Mr. Dooley gave Mr. Gaudette permission to use the house, but refused to accept any rent as he always allowed friends to use the house for free.
7. Mr. Gaudette and his family arrived at the house on June 9, 1990, and departed on June 13, 1990. Similar houses in the neighborhood were being rented for \$600 - \$700 a week at that time.
8. During the twenty-two years it has been in business, Draco has built approximately 700 homes. The

majority of their work has occurred in Dracut. At the time Mr. Gaudette received the free use of the Martha's Vineyard vacation home, Draco had six residential homes under development and within the regulation of the Dracut Building Department. Mr. Gaudette issued the building permits to each of the six projects. Additionally, he conducted all framing and final inspections of the properties. Lastly, Mr. Gaudette issued occupancy permits to the Draco built homes.

9. General laws, c. 268A, §23(b)(3) prohibits a municipal employee from knowingly, or with reason to know, acting in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy his favor in the performance of his official duties.

10. By accepting the rent-free use of a developer's Martha's Vineyard vacation home, at a time when that developer's company had a number of projects subject to the building inspector's regulation, Mr. Gaudette engaged

in conduct whereby reasonable people could conclude that he can be improperly influenced.^{1/} Thus, Mr. Gaudette violated §23(b)(3).^{2/}

11. The Commission determined that Mr. Gaudette believed Mr. Dooley's generosity was motivated out of fellowship. In the Commission's view, however, friendship and personal ties only serve to enhance the appearance of favoritism that arises when a public official accepts an item of substantial value from someone who is subject to his official regulation.^{3/}

In view of the foregoing violation of G.L. c. 268A by Mr. Gaudette, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Mr. Gaudette:

1. that Mr. Gaudette forfeit to the Commission the sum of three hundred dollars (\$300.00) as the value of the benefit he received by violating G.L. c. 268A, §23(b)(3) and;
2. that Mr. Gaudette waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceeding to which the Commission is or may be a party.

Date: 12/30/92

^{1/}The Commission found no evidence that Mr. Gaudette was, in fact, improperly influenced.

^{2/}A municipal official can avoid a §23(b)(3) violation by disclosing in writing to his appointing authority all of the facts giving rise to the conclusion of improper influence.

^{3/}Had the Commission determined Mr. Gaudette believed Mr. Dooley's gift was motivated in part for or because of an official act performed or to be performed, a more serious violation of G.L. c. 268A, §3 would have occurred.